

Exhibit A

- Do not borrow money from a client unless the client's business involves lending money.
- Do not solicit clients for charitable donations.

Confidentiality of Client Matters

Our professional ethics require that each team member maintain the highest degree of confidentiality when handling client matters.

To maintain this professional confidence, no team member shall disclose client information to other clients, friends, or members of one's own family.

Questions concerning client confidentiality may be addressed with your direct report.

Care of Client Records

The impression that clients have of our company is based, in part, on the way we care for their records. If we are careless with their files and records, clients may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that client files are handled with care.

When possible, obtain all material from client files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for client material be fulfilled unless prior written permission is received from your direct report.

Social Security Number Privacy and Protection of Personal Information

To ensure to the extent practicable the confidentiality of our team members' and applicants' Social Security Numbers (SSNs) and confidential personal information, no team member may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any team member except in accordance with company policy. The release of team member SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to team member SSNs, driver's license numbers, or financial account numbers is restricted to team members with a legitimate business need for the information.

Acceptable Use of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and team member provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad, tablet, smart phone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Team members may use our Systems to communicate internally with co-workers or externally with clients, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in company Systems are company records and/or property. Although a team member may have an individual password to access our Systems, the Systems and Electronic Communications belong to the company. The Systems and Electronic Communications are accessible to the company at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice.

Our Systems and Electronic Communications are not confidential or private. The company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to team member-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the company's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, team members should not use our Systems for communication or information that team members would not want revealed to third parties.

Team members may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Confidentiality of Client Matters, Care of Client Records, Protecting Company Information, Non-Solicitation, and Distribution. Team members may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats of violence or bullying, or derogatory comments; or any other message or image that may be in violation of company policies or federal, state or local law.

In addition, team members may **not** use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download anything from the internet (including shareware or free software) without the advance written permission of the IT department;
- To download, save, send or access any site or content that the company might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet or our Intranet;
- To solicit team members or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

A team member may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Team members must always respect intellectual property rights such as copyrights and trademarks. Team members must not copy, use, or transfer trade secrets or proprietary materials of the company or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the company. Team members may not install password or encryption programs without the written permission of the IT department. Team members may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The company will comply with applicable laws. Team members also must comply with applicable laws and should recognize that a team member could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

This policy does not limit a team member's rights under Section 7 of the National Labor Relations Act. Nothing in this policy is meant to restrict a team member's right to discuss the terms and conditions of his/her employment during non-working hours using non-company systems.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask the IT department for advance clarification.

Protecting Company Information

Protecting our company's information is the responsibility of every team member. Do not discuss the company's confidential business or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

1. DEFINITIONS

- a) "Confidential and Proprietary Information" shall mean any non-public information, knowledge or data received by Employee from JHG during the course of Employee's employment with JHG, including, without limitation, customer lists, customer contact information, proposals, prospective projects, procedures, billing and cost information and other similar information related to JHG's business.

2. COVENANTS

- a) Employee shall maintain as confidential all Confidential and Proprietary Information received from JHG.
- b) Employee shall not disclose Confidential and Proprietary Information to any third-party without first obtaining written permission from JHG.
- c) Employee shall immediately return all Confidential and Proprietary Information to JHG at the time Employee ceases

employment (whether by resignation, termination or otherwise) and Employee shall not retain copies of such Confidential and Proprietary Information.

- d) Employee agrees that these terms survive and remain in full force and effect after Employee's employment with JHG has ended, whether ended by resignation, termination or otherwise.

3. MISCELLANEOUS

- a) Without prejudice to any other rights or remedies that JHG may have, Employee acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement. Accordingly, JHG may be entitled, without proof of specific damages, to seek the remedies of specific performance and other equitable relief threatened or actual breach of any of these terms and conditions herein.

Confidential information does not include information pertaining to the terms and conditions of a team member's employment. Nothing in this policy is designed to limit a team member's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former team member's position/compensation with our company must be forwarded to the human resource manager.

The company's address shall not be used for the receipt of personal mail.

Document Retention

The company maintains a formal document retention policy and procedure. Your direct report will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the company's policy have been satisfied. Failure to comply with the company document retention policy and procedure may result in discipline up to and including discharge.

Conflict of Interest/Code of Ethics

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other team members. Therefore, team members must never use their positions with the company, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each team member is of utmost importance.

Team members of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

If I have questions regarding the content or interpretation of this Team Member Handbook, I will ask the human resources representative or a member of management.

NAME DERRICK GILLWAS

DATE 1-3-14

TEAM MEMBER
SIGNATURE 

Receipt of Team Member Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of The John Hardy Group, Inc Team Member Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Team Member Handbook. I understand that the policies outlined in this Team Member Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the team members and the company. I understand that this Team Member Handbook supersedes and replaces any and all prior Team Member Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Team Member Handbook at any time without further notice. All such revisions, deletions or additions to the Team Member Handbook will be in writing and will be signed by the president of the company. I understand that no oral statements or representations can change the provisions of this Team Member Handbook.

I understand that this Team Member Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Team Member Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS TEAM MEMBER HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS TEAM MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, TEAM MEMBER OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY TEAM MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE COMPANY.

I understand that this Team Member Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Team Member Handbook.

Initials ES

Date 1-3-14

I also understand that if a written contract is inconsistent with the Team Member Handbook, the written contract is controlling.